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### IN THE UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

In Re:	) Bankruptcy No. 19-22920-TPA
William S. Hudic,	)
	) Chapter 13
Debtor.	)
	)
William S. Hudic,	)
	) Related to Document No.
	)
Movant,	)
	)
v.	)
	)
Ronda J. Winnecour,	)
Ch. 13 Trustee	) Hearing Date and Time:
	)
Dollar Bank, FSB,	)
Creditor,	)
,	)
Respondents.	)
1	

## NOTICE OF PROPOSED MODIFICATION TO CONFIRMED PLAN DATED FEBRUARY 18, 2021

- 1. Pursuant to 11 U.S.C. Section 1329, the Debtor has filed an Amended Chapter 13 Plan dated May 28, 2021 which is annexed hereto as Exhibit "A" (the "Amended Chapter 13 Plan"). Pursuant to the Amended Chapter 13 Plan, the Debtors seek to modify the confirmed Plan in the following particulars:
- a) Debtor's Plan is being modified to account for the post petition fees of creditor Dollar Bank.
- 2. The proposed modification to the confirmed Plan will impact the treatment of the claims of the following creditors, and in the following particulars:
- a) Debtor's Plan will pay the approved post petition fees owed to Dollar Bank.
- 3. Debtor submits that the reason for the modification is as follows:
- a) Debtor's Plan is being modified to provide funding for the post-petition fees of dollar bank.
- 4. The Debtor submits that the requested modification is being proposed in good faith, and not for any means prohibited by applicable law. The Debtors further submit that the proposed modification complies with 11 U.S.C. Sections 1322(a), 1322(b), 1325(a) and 1329 and, except as set forth above, there are no other modifications sought by way of the Amended Chapter 13 Plan.

WHEREFORE, the Debtor respectfully requests that the Court enter an Order confirming the Amended Chapter 13 Plan, and for such other relief the Court deems equitable and just.

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RESPECTFULLY SUBMITTED, this 28th day of May, 2021.

By: /s/Brian C. Thompson
Attorney for Debtor(s)
PA ID-91197
THOMPSON LAW GROUP, P.C.
125 Warrendale Bayne Road, Suite 200
Warrendale, PA 15086
(724) 799-8404 Telephone
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	William	S.	Hudic		Chack if this i	
Debtor 1	First Name	Middle Name	Last Name		plan, and list	s an amended below the e plan that have
Debtor 2 (Spouse, if filing)	First Name	Middle Name	Last Name		been change	•
United States Ba	inkruptcy Court for th	e Western District of P	ennsylvania			
Case numbe (if known)	r <u>19-22920-TF</u>	<b>PA</b>				
Western	District of	Pennsylvan	ia_			
Chapte	r 13 Plan	Dated: Ma	y 28, 2021			
Part 1: Not	tices					
To Debtors:	This form sets	he option is appro	priate in your cir	e in some cases, but the pres cumstances. Plans that do n plan control unless otherwise o	ot comply with loc	al rules and judic
	In the following	notice to creditors, y	ou must check eac	h box that applies.		
To Creditors:	YOUR RIGHTS	MAY BE AFFECTE	D BY THIS PLAN.	YOUR CLAIM MAY BE REDUC	CED, MODIFIED, OR	ELIMINATED.
		d this plan carefully ay wish to consult o		your attorney if you have one in t	this bankruptcy case.	If you do not have
	ATTORNEY M THE CONFIRM PLAN WITHOU	ust file an obji Mation Hearing, Jt further notic	ECTION TO CONF UNLESS OTHER' CE IF NO OBJECT	YOUR CLAIM OR ANY PROVING TRANTION AT LEAST SEVEN WISE ORDERED BY THE COLTON TO CONFIRMATION IS FILLDOF OF CLAIM IN ORDER TO E	(7) DAYS BEFORE JRT. THE COURT LED. SEE BANKRU	THE DATE SET F MAY CONFIRM TI PTCY RULE 3015.
	includes each		ems. If the "Inclu	. Debtor(s) must check one bouded" box is unchecked or boan.		
payment				t 3, which may result in a partia ate action will be required t		Not Include
		or nonpossessory on will be required		oney security interest, set out n limit)	in Included	Not Include
.3 Nonstanda	ard provisions, s	et out in Part 9			ncluded	Not Include
Court 2	5					
Part 2: Pla	n Payments an	d Length of Plan				
Debtor(s) will	make regular pa	yments to the trust	ee:			
Total amount follows:	of \$ <u>4,875.00</u>	per month for a	a remaining plan te	erm of <u>62</u> months shall be p	aid to the trustee fro	om future earnings
Payments	By Income Atta	chment Directly b	y Debtor	By Automated Bank Transfe	r	
D#1	\$0.00	)	\$4,875.00	\$0.00		
D#2	\$0.00	)	\$0.00	\$0.00		
(Incomo attack	ments must be us	sed by debtors havin	g attachable incom	e) (SSA direct deposit recipie	ents only)	

## Debtor(\$) գորալ 19-22-20-TPA Doc 138 Filed 05/28/21 Entered 05/28/21 և 17:16:18 9-2 10 20 20 Main Document Page 4 of 11

2.2	Additional payments:									
	Unpaid Filing Fees. available funds.	The balance of \$ _	sha	ll be fully paid b	y the Trustee to t	he Clerk o	f the Bankruptcy C	ourt from the first		
	Check one.									
	None. If "None" is checked, the rest of Section 2.2 need not be completed or reproduced.									
	The debtor(s) will ma and date of each ant		nent(s) to the trustee fr	om other sourc	es, as specified be	elow. Desc	cribe the source, es	stimated amount,		
2.3	The total amount to b plus any additional so				by the trustee ba	ased on tl	he total amount o	f plan payments		
Par	t 3: Treatment of S	Secured Claims								
3.1	Maintenance of paymer	nts and cure of def	ault, if any, on Long-	Term Continui	ng Debts.					
	Check one.									
	None. If "None" is cl	hecked, the rest of S	Section 3.1 need not b	e completed or	reproduced.					
	the applicable contra arrearage on a lister ordered as to any ite	act and noticed in co d claim will be paid em of collateral liste	contractual installment onformity with any app I in full through disbu d in this paragraph, the cured claims based of	olicable rules. rsements by the nen, unless other	These payments vertustee, without erwise ordered by	will be dist interest. the court,	bursed by the trust If relief from the a all payments unde	ee. Any existing automatic stay is		
	Name of creditor		Collateral		Current installme payment (including		Amount of arrearage (if any)	Start date (MM/YYYY)		
	Dollar Bank		119 2nd Street Aspinwall, PA 15215		\$2,3	16.11				
	Dollar Bank (2nd Mo	ortgage)	119 2nd Street Aspinwall, PA 15215		\$10	4.08	\$0.00			
	Insert additional claims as	s needed.								
3.2	Request for valuation o	f security, paymer	nt of fully secured cla	nims, and modi	fication of under	rsecured	claims.			
	Check one.  None. If "None" is checked, the rest of Section 3.2 need not be completed or reproduced.									
	The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked.									
	The debtor(s) will request, by filing a separate adversary proceeding, that the court determine the value of the secured claims listed below.									
	For each secured claim listed below, the debtor(s) state that the value of the secured claims should be as set out in the column headed Amount of secured claim. For each listed claim, the value of the secured claim will be paid in full with interest at the rate stated below.									
	The portion of any allower amount of a creditor's se unsecured claim under P	ecured claim is liste	ed below as having n	o value, the cre	editor's allowed cl	laim will b	e treated in its ent			
	Name of creditor	Estimated amour of creditor's tota claim (See Para. below)	I	Value of collateral	Amount of claims senior to creditor's claim		clairrate pa	onthly yment to editor		
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00		

Insert additional claims as needed.

Debtor(\$\frac{1.0}{2.0}\frac{1.0}{2.

	Check one.								
	🗷 None. If "None" is checked, the	rest of Section 3.3 need not be completed	or reproduced.						
	The claims listed below were eith	er:							
	(1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or								
	(2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value.								
	These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee.								
	Name of creditor	Collateral	Amount of claim	Interest rate	Monthly payment to creditor				
	Northwest Savings Bank	2017 Tahoe	\$42,783.75	4	\$584.00				
	Huntington National Bank	2018 Ford Transit	\$28,113.63	4	\$389.63				
	Nissan Motor Acceptance	2016 Nissan Altima	\$21,918.35	4	\$299.60				
	Insert additional claims as needed.								
2.4	Lien Avoidance.								
3.4	Check one.								
		e rest of Section 3.4 need not be complete	od or roproduced T	ho romaindor	of this paragraph will be				
		box in Part 1 of this plan is checked.	ed of reproduced.	ne remainuei	or this paragraph will be				
	debtor(s) would have been entitle the avoidance of a judicial lien or any judicial lien or security intere of the judicial lien or security intere	ory, nonpurchase-money security interests ed under 11 U.S.C. § 522(b). The debtor security interest securing a claim listed b st that is avoided will be treated as an unserest that is not avoided will be paid in full e than one lien is to be avoided, provide the	(s) will request, by filing elow to the extent that it secured claim in Part 5 t I as a secured claim und	g a separate r impairs such of the extent alder the plan.	notion, that the court order exemptions. The amount of lowed. The amount, if any,				
	Name of creditor	Collateral	Modified principal balance*	Interest rate	Monthly payment or pro rata				
			\$0.00	0%	\$0.00				
	Insert additional claims as needed.	-							
	*If the lien will be wholly avoided, inse	ert \$0 for Modified principal balance.							
3.5	Surrender of Collateral.								
	Check one.	Check one.							
	None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced.								
	confirmation of this plan the stay	to each creditor listed below the collateral under 11 U.S.C. § 362(a) be terminated y allowed unsecured claim resulting from	as to the collateral only	and that the st	tay under 11 U.S.C. § 1301				
	Name of creditor	Collate	ral						
	Insert additional claims as needed.								

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3.6	6 Secured tax claims.					
	Name of taxing authority Total a	mount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	Insert additional claims as needed.				_	_
	* The secured tax claims of the Interna at the statutory rate in effect as of the d			Pennsylvania, an	d any other tax claimants sha	II bear interest
Par	art 4: Treatment of Fees and Pr	iority Claims				
4.1	1 General.					
	Trustee's fees and all allowed priority without postpetition interest.	claims, including	Domestic Support O	bligations other th	an those treated in Section 4	I.5, will be paid in full
4.2	2 Trustee's fees.					
	Trustee's fees are governed by statute and publish the prevailing rates on the the trustee to monitor any change in the	court's website fo	r the prior five years.	It is incumbent u	pon the debtor(s) $^{'}$ attorney or	
4.3	3 Attorney's fees.					
	Attorney's fees are payable to Thomp payment to reimburse costs advanced be paid at the rate of \$_250 per approved by the court to date, base compensation above the no-look fee. additional amount will be paid through amounts required to be paid under this	and/or a no-look over month. Including on a combinate An additional \$4 to the plan, and the	costs deposit) alreading any retainer paidition of the no-look ,500.00 will be sis plan contains suff	y paid by or on be, a total of \$_7,916 fee and costs dought through a ficient funding to p	half of the debtor, the amoun 6.13 in fees and costs rein eposit and previously appro ee application to be filed and	t of \$ <u>3,500.00</u> is to inbursement has been wed application(s) for approved before any
	Check here if a no-look fee in the a debtor(s) through participation in the compensation requested, above).					
4.4	4 Priority claims not treated elsewhere	e in Part 4.				

Interest

0%

rate (0% if blank) Statute providing priority status

Post Petition Fees

Insert additional claims as needed.

Name of creditor

Dollar Bank

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

claim

Total amount of

\$550.00

# 

4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

	Check here if this payment is for prepetition an	rearages only.						
	Name of creditor (specify the actual payee, e.g. F	A Description		Claim	Mon	thly payment		
	SCDU)				or pr	ro rata		
				\$0.00		\$0.00		
	Insert additional claims as needed.							
.6	Domestic Support Obligations assigned or owe	d to a governmental	unit and paid less th	nan full amount.				
	Check one.							
	None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced.							
	None. If "None" is checked, the rest of Section	n 4.6 need not be com	pleted or reproduced					
	None. If "None" is checked, the rest of Section  The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mg	based on a Domes the full amount of the	tic Support Obligati ne claim under 11 U	ion that has been				
	The allowed priority claims listed below are governmental unit and will be paid less than	based on a Domes the full amount of the	tic Support Obligati ne claim under 11 U	ion that has been .S.C. § 1322(a)(4)				
	The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mg	based on a Domes the full amount of the	tic Support Obligatine claim under 11 U § 1322(a)(4).	ion that has been .S.C. § 1322(a)(4)	. This pro			
	The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mg	based on a Domes the full amount of the	tic Support Obligatine claim under 11 U § 1322(a)(4).	ion that has been .S.C. § 1322(a)(4)	. This pro			
.7	The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mo	based on a Domes the full amount of the	tic Support Obligatine claim under 11 U § 1322(a)(4).	ion that has been .S.C. § 1322(a)(4)	. This pro			
.7	The allowed priority claims listed below are governmental unit and will be paid less than payments in Section 2.1 be for a term of 60 mc.  Name of creditor  Insert additional claims as needed.  Priority unsecured tax claims paid in full.	based on a Domes the full amount of the	tic Support Obligatine claim under 11 U § 1322(a)(4).  Amount of claim t	to be paid  \$0.00	. This pro			

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Part 5:

Treatment of Nonpriority Unsecured Claims

5.1	Nonpriority unsecured claims not separately cla	ssified.							
	Debtor(s) ESTIMATE(S) that a total of \$0	_ will be available for distr	ibution to nonpriority unsec	cured creditors.					
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM of alternative test for confirmation set forth in 11 U.S.C		aid to nonpriority unsecure	ed creditors to comply wi	th the liquidatior				
	The total pool of funds estimated above is NOT tavailable for payment to these creditors under the percentage of payment to general unsecured credit of allowed claims. Late-filed claims will not be paid pro-rata unless an objection has been filed within the included in this class.	plan base will be determin tors is 0%. Th unless all timely filed clain	ned only after audit of the percentage of payment results have been paid in full.	olan at time of completior may change, based upon Thereafter, all late-filed c	<ul> <li>The estimated the total amountains will be paid</li> </ul>				
5.2	Maintenance of payments and cure of any defau	ılt on nonpriority unsecu	red claims.						
	Check one.								
	None. If "None" is checked, the rest of Section	5.2 need not be complete	d or reproduced.						
	The debtor(s) will maintain the contractual installment payments and cure any default in payments on the unsecured claims listed below on which the last payment is due after the final plan payment. These payments will be disbursed by the trustee. The claim for the arrearage amount will be paid in full as specified below and disbursed by the trustee.								
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)				
		\$0.00	\$0.00	\$0.00					
	Insert additional claims as needed.		-	-					
5.3	Postpetition utility monthly payments.								
	The provisions of Section 5.3 are available only monthly combined payment for postpetition utility so not change for the life of the plan. Should the utility amended plan. These payments may not resolve debtor(s) after discharge.	ervices, any postpetition d ty obtain a court order au	elinquencies, and unpaid sthorizing a payment chang	security deposits. The claps, the debtor(s) will be re	aim payment will equired to file an				
	Name of creditor	Monthly payı	nent Postpetit	ion account number					
		\$	0.00						
	Insert additional claims as needed.								

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5.4	Other separately classified no	onpriority unsecured claims.				
	Check one.					
	None. If "None" is checked	d, the rest of Section 5.4 need not be o	completed or repro	duced.		
	The allowed nonpriority uns	secured claims listed below are separa	ately classified and	I will be treated as follo	OWS:	
	Name of creditor	Basis for separate cla treatment	=	Amount of arrearag	J <sup>e</sup> Interest Es rate pa	stimated total ayments y trustee
				\$0.00	0%	\$0.00
	Insert additional claims as need	led.				
Par	t 6: Executory Contract	ts and Unexpired Leases				
		ceted.  d, the rest of Section 6.1 need not be of installment payments will be disk.  Description of leased property or executory contract			yments will be Estimated toto payments by trustee	_
			\$0.00	\$0.00	\$0.00	
	Insert additional claims as need	led.	_			
Par	t 7: Vesting of Property	of the Estate				
7.1	Property of the estate shall no	ot re-vest in the debtor(s) until the d	ebtor(s) have cor	mpleted all payments	under the conf	irmed plan.
Par	t 9: Camanal Dringinlas	Applicable to All Chapter 13 Pla				

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet
- attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.

  8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support

the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)'

Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the

8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

debtor(s)' current monthly income and disposable income.

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- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

#### Part 9: Nonstandard Plan Provisions

- 9.1 Check "None" or List Nonstandard Plan Provisions.
  - None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

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Part 10:

**Signatures** 

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor (s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/William S. Hudic	Χ	
Signature of Debtor 1	Signature of Debtor 2	
Executed onMay 28, 2021	Executed on	
MM/DD/YYYY	MM/DD/YYYY	
X /s/Brian C. Thompson	Date <b>May 28</b> , 2021	
Signature of debtor(s)' attorney	MM/DD/YYYY	

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